

EXHIBIT A

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about Drive Intermodal, and I understand that I should consult a member of Executive Management regarding any questions not answered in the handbook. I have entered into my employment relationship with Drive Intermodal voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Drive Intermodal can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to Drive Intermodal's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. As such I will not rely on the continuation of any of the information, policies, or benefits described in "this" handbook.

I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

During the course of my employment with Drive Intermodal, I understand that I may have access to and become familiar with certain confidential, proprietary, or trade secret information. I agree that I will not at any time during or after my employment use or disclose such confidential, proprietary, or trade secret information to any individual or organization that is not affiliated with Drive Intermodal, without express written authorization from Drive Intermodal. I understand and agree that in the event of a breach of this provision, Drive Intermodal shall be entitled, in addition to any other remedies, to an injunction from any competent court ordering me to cease and desist from any further unauthorized use or disclosures.

I understand and acknowledge Drive Intermodal's right to monitor email, internet, and telephone for any activity that is inappropriate or in violation of the company's handbook.

I acknowledge that the President or Chief Operating Officer of Drive Intermodal is the only person that has the ability to adopt any revisions to the policies in this handbook.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

EXHIBIT B

Re: Employee Handbook

Robert Rose <bob@americancarriertransport.us>

Mon 1/17/2022 8:58 AM

To: mark driveintermodal.com <mark@driveintermodal.com>

Mark,

I have received a copy of the handbook and accept and understand the policies within.

Thanks,

Bob Rose

American Carrier Transport

1155 Stoops Ferry Rd

Moon Twp, PA 15108

(630) 352-7393

From: mark driveintermodal.com <mark@driveintermodal.com>

Sent: Monday, January 17, 2022 7:45 AM

To: Alex Rose <alexrose92@yahoo.com>; Robert Rose <bob@americancarriertransport.us>; Banesa Garcia <banesa@americancarriertransport.us>; Kathy Noto <kathy@americancarriertransport.us>; Donnie Davis <dondavis1117@yahoo.com>

Subject: Employee Handbook

Hi everyone,

I am attaching the employee handbook that I have for Drive Intermodal. It does need to be updated but it is good to use for the time being. Please either print the last page sign it, and return a copy to me, or acknowledge in email that you have received a copy of the handbook and accept and understand the policies within.

I do know that there is nothing in this handbook that addresses covid and the current world we live in. However, I do like to think that we do have protocols in place for things in the event someone tests positive. If there is anything else we need to address that is not covered, I do believe that together we can work out those issues as they arise.

Donnie, there is another one specific to drivers. The items that differ have to do with truck operations and the like. I don't have that completed yet, but when I do I will share a copy with you. Suffice it to say, all the policies in the regular handbook are in, or will be, in the driver handbook. This copy will be a guide for what the policies are for us all.

Warmest regards,

Mark Pontarelli

Drive Intermodal

(773) 968-8198

<https://secure.qgiv.com/event/ffdf/account/918011>

As the Corona Virus still lingers on, your local area Food Bank and Food Pantry needs your support now more than ever. They are helping those in need, as well as those whose jobs were lost as a result of the virus. Today, 1 in 5 find themselves in real trouble feeding their families - many with young children. No one should ever have to go hungry in America! A small \$5 donation goes a long way in helping feed hungry families & their children - Please click on the link above to help. Thank you!

EXHIBIT C

Re: Employee Handbook

Alexandria Rose <alexrose92@yahoo.com>

Mon 1/17/2022 8:31 AM

To: mark driveintermodal.com <mark@driveintermodal.com>

Received.

I accept and understand the policies within.

Alexandria Rose

Sent from Yahoo Mail for iPhone

On Monday, January 17, 2022, 7:45 AM, mark driveintermodal.com <mark@driveintermodal.com> wrote:

Hi everyone,

I am attaching the employee handbook that I have for Drive Intermodal. It does need to be updated but it is good to use for the time being. Please either print the last page sign it, and return a copy to me, or acknowledge in email that you have received a copy of the handbook and accept and understand the policies within.

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Mark Pontarelli

Drive Intermodal

(773) 968-8198

<https://secure.qgiv.com/event/ffdf/account/918011>

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EXHIBIT D

Alexandria Rose is now an admin on Drive Intermodal, llc's Gusto account

Gusto <no-reply@gusto.com>

Fri 8/5/2022 7:51 AM

To: mark driveintermodal.com <mark@driveintermodal.com>



Heads up!

Hi Mark,

Alexandria Rose (alexrose92@yahoo.com) is now an admin on Drive Intermodal, llc's Gusto account. Alexandria is now able to:

- Run payrolls
- Pay contractors
- Manage people
- Manage Time Tracking and PTO
- Manage Team Insights
- Hire and onboard people
- Manage performance reviews
- Manage learning courses
- View and edit compensation details

If you weren't expecting this change, please [contact us](#) so we can make sure your company's account is secure.

Sincerely,
The Gusto team

Gusto

Need help? [Sign in](#) | [Help Center](#)

EXHIBIT E

Alexandria's compensation

Please update Alexandria's employee type, title, and wage, then choose a date for this update to take effect. Changes you make will be visible to Alexandria on the date they become effective.

Employee type

Employees are classified based on their compensation and type of work. [Learn more](#)

Salary/No overtime



Job title

Choose from your existing set of jobs or enter a new one.

General Manager



This employee will receive commissions or other types of additional compensation

Wage

You can add multiple pay rates later. [Learn more](#)

\$ 70000.00

Per

Year



EXHIBIT F

Fw: Resignation Letter

Mark Pontarelli <mark@americancarriertransport.us>

Sat 9/3/2022 3:10 AM

To: mark.driveintermodal.com <mark@driveintermodal.com>

From: Mark Pontarelli <mark@americancarriertransport.us>

Sent: Thursday, September 1, 2022 11:29 AM

To: Robert Rose <bob@americancarriertransport.us>

Cc: Alexandria Rose <alex@americancarriertransport.us>

Subject: Re: Resignation Letter

Bob,

I am very disappointed, not that you are leaving, but the fact that you didn't call me to tell me of your decision.

In any event, thank you for the written notice.

Warmest regards,

Mark Pontarelli

Ofc (630) 621-9901

Mobile (773) 968-8198

<https://secure.qgiv.com/event/ffdff/account/918011>

As the Corona Virus still lingers on, your local area Food Bank and Food Pantry needs your support now more than ever. They are helping those in need, as well as those whose jobs were lost as a result of the virus. Today, 1 in 5 find themselves in real trouble feeding their families - many with young children. No one should ever have to go hungry in America! A small \$5 donation goes a long way in helping feed hungry families & their children - Please click on the link above to help. Thank you!

From: Robert Rose <bob@americancarriertransport.us>

Sent: Thursday, September 1, 2022 8:09 AM

To: Mark Pontarelli <mark@americancarriertransport.us>

Cc: Alexandria Rose <alex@americancarriertransport.us>

Subject: Resignation Letter

Mark,

It is with a heavy heart that I write to you my resignation letter. We've made great strides in the past several months growing the truck side of the business and albeit you provided a path for greater success I do not agree with the models set forth. I wish you nothing but the best and continued growth, I truly wish I could continue to be a part of it, but I cannot continue to burn the candle on both ends and have to do what I feel is right for my family. My last date of employment will be 9/16/2022, please let me know who you would like me to train in order to ensure a smooth transition.

Thank you again!

Bob Rose
American Carrier Transport
1155 Stoops Ferry Rd
Moon Twp, PA 15108
(630) 352-7393

EXHIBIT G

10/7/22

Resignation Letter

Dear Mark,

It is with heavy heart that I am announcing my resignation from my current position as Port and Inland Operations Manager effective today, October 9th. My last day was October 7th as it shows my services and help is no longer needed.

Mark, I am absolutely grateful that you have given me this opportunity, but as the last few weeks I have watched our visions not align any longer. You have taught me so many things and I will forever be thankful for that.

I have not accepted another position as of yet and will be assessing what I would like to do with my future.

In regards to the loan you have with my family, as it stands today, I owe you a total of \$7500. I have already paid back \$1153.86, which leaves a balance of \$6346.14. With my last check I will pay another \$192.31 towards the balance owed.

I will then owe a total of \$6153.83 and this will be paid back in \$225 bi-weekly, either by check or Zelle, whichever you prefer.

Once again, thank you for this opportunity, and I wish you nothing but the best.

Alexandria Rose

EXHIBIT H

Alex sending work to Capitol

Mark Pontarelli <mark@americancarriertransport.us>
Sat 10/15/2022 5:21 PM

To: mark.driveintermodal.com <mark@driveintermodal.com>
Proof that Alex was sending work to Bob at Capitol without anyone else's knowledge until after she was gone.

Warmest regards,
Mark Pontarelli
Ofc (630) 621-9901
Mobile (773) 968-8198
<https://secure.qgiv.com/event/fdf/account/918011>

As the Corona Virus still lingers on, your local area Food Bank and Food Pantry needs your support now more than ever. They are helping those in need, as well as those whose jobs were lost as a result of the virus. Today, 1 in 5 find themselves in real trouble feeding their families - many with young children. No one should ever have to go hungry in America! A small \$5 donation goes a long way in helping feed hungry families & their children - Please click on the link above to help. Thank you!

From: Kristen Piksrys <kpiksrys@capitoltrucking.com>
Sent: Wednesday, October 12, 2022 9:59 AM
To: Yvette Martinez <yvette@americancarriertransport.us>; Banesa Garcia <banesa@americancarriertransport.us>
Cc: Mark Pontarelli <mark@americancarriertransport.us>
Subject: RE: Final Charges REF# S00397869

Hello,

Please see below email

RE: Urgent Rate and Capacity



Christina Garcia
To: Alexandria Rose; Robert Rose; Kristen Piksrys

Reply Reply All Forward
Wed 10/5/2022

Sent: Tuesday, October 4, 2022 9:41 AM
To: Robert Rose <rrose@capitoltrucking.com>; Christina Garcia <cgarcia@capitoltrucking.com>; Kristen Piksrys <kpiksrys@capitoltrucking.com>
Subject: Re: Urgent Rate and Capacity

PU# for **GESU3485194** is 234847.

Still waiting on confirmation for appointments.

Best Regards,
Alexandria Rose
American Carrier Transport
MC# 463184
Office: 630-473-6742 (Call or Text)

From: Alexandria Rose <alex@americancarriertransport.us>
Sent: Monday, October 3, 2022 2:14 PM
To: Robert Rose <rrose@capitoltrucking.com>; Christina Garcia <cgarcia@capitoltrucking.com>; Kristen Piksrys <kpiksrys@capitoltrucking.com>
Subject: Re: Urgent Rate and Capacity

Confirmed.

Please see the attached DOs and confirm receipt. Please note, there are 2 containers in the attachment.

TCLU5953894 is available now with a LFD of 10/4. PU#555667

I am waiting on confirmation on when we can deliver.

If we are able to deliver tomorrow, do you have capacity to deliver straight through, or would you need to deliver Wednesday 10/5?

Best Regards,
Alexandria Rose
American Carrier Transport
MC# 463184
Office: 630-473-6742 (Call or Text)

Thank you,

Kristen Piksrys

Intermodal Customer Service

Capitol Trucking Inc.

1110 Manhattan RD
Joliet, IL. 60433
Office: 815-322-7210 Ext. 4060
Email: KPiksrys@Capitoltruckinc.com



From: Yvette Martinez <yvette@americancarriertransport.us>
Sent: Wednesday, October 12, 2022 9:54 AM
To: Banesa Garcia <banesa@americancarriertransport.us>; Kristen Piksrys <kpiksrys@capitoltruckinc.com>
Cc: Mark Pontarelli <mark@americancarriertransport.us>
Subject: Re: Final Charges REF# S00397869

Hello Kristen,

Just following on the pre pull charge, what this approved prior to pre pulling?

Please advise.

Best Regards,
Yvette Martinez
American Carrier Transport MC # 463184
630-413-1300 Ext 101 (Office)

From: Banesa Garcia <banesa@americancarriertransport.us>
Sent: Wednesday, October 12, 2022 9:45 AM
To: Kristen Piksrys <kpiksrys@capitoltruckinc.com>
Cc: Mark Pontarelli <mark@americancarriertransport.us>; Yvette Martinez <yvette@americancarriertransport.us>
Subject: Re: Final Charges REF# S00397869

Adding in Mark and Yvette.

Thank you!

Sincerely,
Banesa Garcia



Phone number: 630) 413-9662

From: Kristen Piksrys <kpiksrys@capitoltruckinc.com>
Sent: Tuesday, October 11, 2022 8:18 AM
To: Banesa Garcia <banesa@americancarriertransport.us>; Jo Gonzalez <jo@americancarriertransport.us>
Subject: RE: Final Charges REF# S00397869

Hello,

This container out gated on the 10/4 and in gated on 10/5. Please see below out gate receipt from CP and the in gate receipt below.

Terminal Interchange/Inspection Receipt

Outgate Road-Out

Date/Time:	10/04/2022 15:34	Terminal:	004541
Interchange ID:	0045416491445263	Origin Terminal:	002341
Unit ID:	GESU 348519	Unit Type:	U20DS
Chassis ID:	CPOD 1346	Unit Length:	20 ft
Operator:	HAPLLOYD	Gross Weight:	8542lbs
Seal:	MFK422715 /	E/L:	LOAD
Destination:	004541	Content:	FREIGH
Sub Dest/Shed:	004541	Piece Count:	
Lot/Track ID:	R7	Railcar:	
Area/Track Area:		Seq:	0

Waybill #: 411791

TMS Load Number: 56572801

Booking #:

BOL #: 609933336

Driver: BEAL TEAMER (8888)

Dray Company: CAPITOL TRUCKING INC - CPOD

Chassis:

Container:

113617

Gate In Interchange
 ITI Intermodal, Inc
 20012 W. South Arsenal
 Road
 Wilmington IL

TIR#: 978412

Date/Time In:

10/5/2022 2:33:00 PM

AcctCN: HLC

AcctCH:

SizeCN: 20ST

SizeCH:

Cont: GESU3485194

Chas:

Gens:

Remarks:

CPOD1346

Load/Empty: E

Net Weight: 0

Container Damages:

Chassis Damages:

Tire Information:

SCAC: CPOD

Carrier: CAPITOL TRUCI

Driver: 3012939 IN

Truck#: 6620

Thank you,

Kristen Piksrys
Intermodal Customer Service

Capitol Trucking Inc.
1110 Manhattan RD
Joliet, IL. 60433
Office: 815-322-7210 Ext. 4060
Email: KPiksrys@Capitoltrucking.com



From: Banesa Garcia <banesa@americancarriertransport.us>
Sent: Tuesday, October 11, 2022 8:08 AM
To: Kristen Piksrys <kpiksrys@capitoltrucking.com>; Jo Gonzalez <jo@americancarriertransport.us>
Subject: Re: Final Charges REF# S00397869

Hello Kristen,

This container out gated and in gated on October 5th , this should not have a prepull, please send revised final charges.

Thank you!

Sincerely,
Banesa Garcia


Phone number: 630) 413-9662

From: Kristen Piksrys <kpiksrys@capitoltrucking.com>
Sent: Monday, October 10, 2022 2:15 PM
To: Banesa Garcia <banesa@americancarriertransport.us>; Jo Gonzalez <jo@americancarriertransport.us>
Subject: Final Charges REF# S00397869

Hi Benesa,

Can you please approve the below charges for Final Approval?



Capitol Trucking
1110 Manhattan Rd
Joliet, IL 60433
MC: 708280 P: 815-322-7210 F: 815-918-4776

LOAD NUMBER
113617

10/10/2022

TRANSPORT AGREEMENT

To: AMERICAN CARRIER TRANSPORT 1155 STOOPS FERRY RD MOON TWP, PA 15108	Attn: Phone: 412-283-6606 Fax: Ref: S00397869	Bill of Lading HLCULIV220838065 Container GESU3485194
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AMERICAN CARRIER TRANSPORT agrees to pay Capitol Trucking for transport services as follows:

Stop	From	To	Company Address	City Phone	St Ref Zip Contad	Appt Appt Ref
1	Deliver	10/4	OCADO-KROGER FC06 10968 88th Avenue	Pleasant Prairie	WI 53158	N
2	Deliver	10/5 09:00	OCADO-KROGER FC06 09:00 10968 88th Avenue	Pleasant Prairie	WI 53158	N
Accessorial FSC-Percent			Reference	Units 685.00	Rate Each 0.48	Total 328.80
CHASSIS SPLIT				2.00	115.00	230.00
Chassis Rental				2.00	45.00	90.00
Pre-Pull				1.00	200.00	200.00
				Freight Charges 685.00	Accessorials 848.80	Total Charges 1,533.80

Thank you,

Kristen Piksrys
Intermodal Customer Service

Capitol Trucking Inc.
1110 Manhattan RD
Joliet, IL 60433
Office: 815-322-7210 Ext. 4060
Email: KPiksrys@Capitoltruckling.com



EXHIBIT I

From: Mark Pontarelli <mark@americancarriertransport.us>
Sent: Tuesday, January 24, 2023 3:52 PM
To: mark driveintermodal.com <mark@driveintermodal.com>
Subject: Fw: Question - Chicago to Terre Haute and Chicago to Chicago

<https://mail.google.com/mail/u/0/?ik=768da460aa&view=pt&search=all&permthid=thread-f%3A1760002955434684244&simpl=msg-f%3A1760002955...> 1/3

3/10/23, 8:15 PM

Gmail - Drive Intermodal Project email 3

Proof that the Roses took one of our customers, directly from the customer.

From: ACT Dispatch <dispatch@americancarriertransport.us>
Sent: Tuesday, January 24, 2023 3:47 PM
To: Mark Pontarelli <mark@americancarriertransport.us>
Subject: FW: Question - Chicago to Terre Haute and Chicago to Chicago

From: Chris Rogers <crogers@mavericktransport.com>
Sent: Tuesday, January 24, 2023 3:47:26 PM (UTC-06:00) Central Time (US & Canada)
To: Robert Rose <bob@americancarriertransport.us>
Subject: Question - Chicago to Terre Haute and Chicago to Chicago

Hey Bob,

Thanks for your continued support and great follow through on these lanes. My customer is asking to see if there is any room at all to move on the rates in these 2 lanes. I know fuel had gone down and is now on the uptick again and I also realize that you had come down a bit once when I had asked but my customer is asking again so I wanted to check with you. To be fully transparent we are looking at our end as well to see if there is anything we can do.

In any case let me know if there is anything you can do.

Also, while I am thinking of it, we are looking at some potential decent volume coming out of Memphis soon and I think I remember you mentioning that Capitol was expanding or had a presence in Memphis. If that's the case can you send me the contact info for who I would reach out to?

Thanks,
Chris

Thanks and Best Regards,

Chris Rogers | Sales Executive

<https://mail.google.com/mail/u/0/?ik=768da460aa&view=pt&search=all&permthid=thread-f%3A1760002955434684244&simpl=msg-f%3A1760002955...> 2/3

EXHIBIT J

Fw: TENSTREET INFO - Bob Rose's unauthorized access

Mark Pontarelli <mark@americancarriertransport.us>
Sat 10/15/2022 5:19 PM
To: mark driveintermodal.com <mark@driveintermodal.com>

From: Tatiana Bone <t.bone@miasafety.com>
Sent: Thursday, October 13, 2022 2:15 PM
To: Mark Pontarelli <mark@americancarriertransport.us>
Subject: Re: TENSTREET INFO

Hi Mark,

Tenstreet is saying his account was deactivated as of 10/4. Here is the screenshot of the info and IP addresses.

I show Bob Rose was deactivated on 10/4 - here are the IP addresses I'm showing

10/4/2022 12:50 PM	172.58.162.23		
10/4/2022 12:50 PM	172.58.162.23		
10/4/2022 12:50 PM	172.58.162.23		
9/27/2022 11:55 AM	24.14.242.50		
9/27/2022 11:55 AM	24.14.242.50		
9/22/2022 5:10 PM	24.14.235.32		
9/22/2022 5:09 PM	24.14.235.32		
9/12/2022 12:50 PM	24.14.235.32		
9/12/2022 9:07 AM	24.14.235.32		
9/9/2022 11:11 AM	24.14.235.32		
9/1/2022 11:32 AM	170.203.163.10		
8/30/2022 11:23 AM	67.184.246.158		
8/25/2022 8:12 AM	67.184.246.158		

Tatiana Bone, MBA, GSP

MIA Safety Services

1-800-245-4722 ext. 6

Direct Line: [\(412\)597-3034](tel:(412)597-3034)

Fax: [\(412\)597-3031](tel:(412)597-3031)

Please remind all IBEs and their drivers to wear their seat belts and to refrain from using cell phones if possible. If cell phone use is necessary, they must use a hands free device.

Sent on behalf of ARL Transport, LLC. This email and any files transmitted with it are confidential property of ARL Transport, LLC and is intended solely for use by the individual or entity to whom they are addressed. If you are not the intended recipient, please delete all copies

On October 13, 2022 at 2:21 PM EDT t.bone@miasafety.com wrote:

ID	Name	Email	User Role	Job Title	User Classification	Last Activity	Active	2-Factor Authentication
240255	Bob Rose	bob@americancarriertransport.us	kentefalkner@gmail.com	Third Party Recruiter	Unrestricted	10/4/2022 12:50 PM	No	No

—
Tatiana Bone, MBA, GSP

MIA Safety Services

1-800-245-4722 ext. 6

Direct Line: [\(412\)507-3034](tel:(412)507-3034)

Fax: [\(412\)507-3031](tel:(412)507-3031)

Please remind all IBEs and their drivers to wear their seat belts and to refrain from using cell phones if possible. If cell phone use is necessary, they must use a hands free device.

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EXHIBIT K

Cust	Container	Imp/Exp	SSL	Dest	OG	D	IG	Ref #	Load #	Sent	Terminal	Vessel	Carrier
LP	MRSU5370690	IMPORT	MA	WATERLOO, IA	21-Sep	22-Sep	22-Sep	S00390942	11832913	Y	CSX BP	94561516	CAP
LP	HASU4221027	EXPORT	MA	GRIMES, IA	22-Sep	23-Sep	26-Sep	S00392821	11943190	Y	ITW		CAP
LP	MRKU2290812	EXPORT	MA	GRIMES, IA	22-Sep	23-Sep	26-Sep	S00392821	11943201	Y	ITW		CAP
LP	OOLU6272641	Export	OOCL	Morris, IL	30-Sep	30-Sep	30-Sep	NWKOE220004174	11957131	Y	ITW	40RE	CAP
LP	OOLU6268739	Export	OOCL	Morris, IL	30-Sep	30-Sep	30-Sep	NWKOE220004319	11957104	Y	ITW	40RE	CAP
LP	OOLU0435762	Import	CO	BELVIDERE IL	28-Sep	3-Oct	6-Oct	S00392341	11928037	Y	CN HARVEY	20GP	CAP
LP	TCLU5953894	IMPORT	HAPAC	Pleasant Prairie, WI	5-Oct	5-Oct	5-Oct	S00397869	11940912	Y	CP SHILLER	PU#555667	CAP
LP	GESU3485194	IMPORT	HAPAC	Pleasant Prairie, WI	4-Oct	5-Oct	5-Oct	S00397869	11940164	Y	CP SHILLER	PU#234847	CAP
LP	CRXU9964222	Import	HAPAC	WATERLOO, IA	7-Oct	7-Oct	10-Oct	S00392624	11880593	Y	NS	40HC	CAP
LP	TCLU3208336	Import	HAPAC	WATERLOO, IA	6-Oct	7-Oct	8-Oct	S00392624	11880599	Y	NS	20GP	CAP
LP	BMOU6645858	Import	HAPAC	WATERLOO, IA	6-Oct	7-Oct	8-Oct	S00392626	11880625	Y	NS	40HC	CAP
LP	OOLU1848987	Import	CO	BELVIDERE/ POSS BEN	7-Oct	10-Oct	10-Oct	S00392343	11959446	Y	CN Harvey	20GP	CAP
LP	CCLU4884555	Import	CO	BELVIDERE, IL	10-Oct	10-Oct	10-Oct	S00389741	11896708		BNSF ELWOOD	40GP	CAP

EXHIBIT L



SA Law and Consulting LLC

411 Hamilton Blvd, Suite 1720, Peoria, IL 61602 • info@salcfirm.com • (309)643-0310
Illinois | Texas

Ms. Alexandria Rose
25436 Faraday Road
Manhattan, IL 60442

Monday, November 07, 2022

RE: YOUR TORTIOUS VIOLATIONS AGAINST DRIVE INTERMODAL

Ms. Alexandria Rose,

I am the attorney for Drive Intermodal. I am writing to reach out to you to address the various tortious violations you have committed. This letter is being written with the intention of resolving this matter amicably. Short of a resolution, we will be left with no choice but to file legal action in Court against you.

Drive Intermodal has amassed incontrovertible digital evidence and witness accounts that substantiate your violations; should this persist, both you and your business shall be liable for considerable monetary and other damages. Such activities include a breach of your fiduciary duty, an egregious misappropriation of trade secrets under 765 ILCS 1065/1 *et seq.*, and tortious interference with prospective economic damage. Additional violations will likely be uncovered during an extensive discovery process.

Your position as a General Manager gave you a vantage point of training, trust, and access within the Drive Intermodal organization. As such you were privileged as one of the company's fiduciaries. Under Illinois law, fiduciaries are required to exercise a Duty of Care and a Duty of Loyalty. Your documented actions in sabotaging Drive Intermodal's business to support a competitor, betrayal of policies you agreed to in the employee handbook, self-dealing, and other documented actions and omissions are in direct violation of legal duties. These violations have caused immediate and reputational harm to Drive Intermodal.

Drive Intermodal has collected substantial evidence that demonstrates your misappropriation of its trade secrets. In addition to the impropriety of your activities on your responsibilities as a fiduciary, Illinois law explicitly protects employers' rights to their trade secrets. This includes, but is not limited to, the customer lists, rate sheets, and other internal and sensitive information to which you gained access and have secreted to benefit both yourself and the competitor company. There is no question as to the actual and potential economic value of this information to Drive Intermodal. Given that one of your co-

conspirators is your spouse, there is also little question that the recipient of such secrets had knowledge of the private nature of that information.

Drive Intermodal's claim of tortious interference with prospective economic damage has been made clear through your documented actions with Drive Intermodal employees and customers. By offering information which is not otherwise accessible, and by being in a trusted position within Drive Intermodal, you had the professional training and experience to know that the sensitive information you shared would not only cause harm to Drive Intermodal, but also create an economic advantage for your future employer. You were a fiduciary to Drive Intermodal, and as such, the corporate opportunity doctrine is clear in its prohibition of the enumerated activities, both during your tenure with Drive Intermodal and with your new company. Though considerable evidence of your tortious interference currently exists, Drive Intermodal will be able to seek additional information through a discovery process involving your employer's records, your communications, and other sources of information.

Given your fiduciary relationship with Drive Intermodal, Illinois courts will have the option to award punitive damages, including doubling actual damages. Steep compensatory damages can also be assessed from your documented breaches of fiduciary duty. Should litigation ensue, Drive Intermodal is confident in the clarity and breadth of its evidence against you; the company will pursue the considerable legal and other costs necessary to prove its claims.

Monetary damages to you and your company will also be considerable. Damages from your misappropriation of trade secrets includes not only actual losses but also potential profits generated by your recent company. As you can see, the consequences of your actions can be quite severe. In addition to the above, Drive Intermodal will seek a Court injunction which can halt your company's business activities entirely.

With all that said, we want to give you an opportunity to resolve this matter outside of Court. Do understand that a settlement can only be reached if you are willing and agree to do the following:

- 1. Return all information you have taken from Drive Intermodal;**
- 2. Provide a list of all correspondence you have had with Drive Intermodal's customers (current and former);**
- 3. Terminate all economic relationships with Drive Intermodal's customers (current and former);**
- 4. Inform Drive Intermodal's customers that you will cease doing business with them;**
- 5. Stop contacting Drive Intermodal, its employees, contractors, and customers;**
- 6. Destroy any remaining records of Drive Intermodal that are in your possession after records are tendered to Drive Intermodal;**
- 7. Enter into an agreement to make sure you will not repeat the violations discussed above.**

You must reach out to me, via email (syed@salcfirm.com) by November 15, 2022. Any delay beyond this deadline will lead us to believe that an amicable resolution is not possible, and we will have no choice but to commence legal action against you and your employer.

If you have any questions, please do not hesitate to reach out to me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Syed E. Ahmad".

Syed E. Ahmad, Esq.

EXHIBIT M



411 Hamilton Blvd, Suite 1720, Peoria, IL 61602 • info@salcfirm.com • (309)643-0310
Illinois | Texas

Mr. Robert Rose
25436 Faraday Road
Manhattan, IL 60442

Monday, November 07, 2022

RE: YOUR TORTIOUS VIOLATIONS AGAINST DRIVE INTERMODAL

Mr. Robert Rose,

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Your employment and combined with your spouse's position as a General Manager gave you a vantage point of training, trust, and access within the Drive Intermodal organization. As such you were privileged as one of the company's fiduciaries. Under Illinois law, fiduciaries are required to exercise a Duty of Care and a Duty of Loyalty. Your documented actions in sabotaging Drive Intermodal's business to support a competitor, betrayal of policies you agreed to in the employee handbook, self-dealing, and other documented actions and omissions are in direct violation of legal duties. These violations have caused immediate and reputational harm to Drive Intermodal.

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Syed E. Ahmad, Esq.